

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

DVASH AVIATION HOLDINGS, LLC,)

Plaintiff,)

v.)

Case No. 0:24-cv-60312-AHS

AMP LEASING LIMITED)

Defendant.)

DECLARATION OF DAVID BUTLER

1. My name is David Butler, I am over the age of eighteen, and I am competent to testify to the matters set forth herein.

2. I am the sole member of Dvash Aviation Holdings, LLC (“Dvash”).

3. Dvash is a limited liability company formed pursuant to the laws of the State of Maryland and I am a domiciliary of the State of Maryland.

4. I am familiar with the Engine Lease-Purchase Agreement (the “Agreement”), dated as of December 31, 2019, between the parties to this case.

5. Dvash performed fully under the Agreement by causing a specified airplane engine to be delivered to AMP Leasing Limited (“AMP”) on or before January 15, 2020.

6. I have reviewed the invoice attached to the same summary judgment motion as this declaration (the “Invoice”), being Exhibit E thereto; the invoice is inauthentic in nature and was not issued by Dvash.

7. Dvash did not author or send the Invoice and never saw the Invoice until the document was shared by AMP after Dvash raised questions about AMP’s failure to make an initial payment under the Agreement.

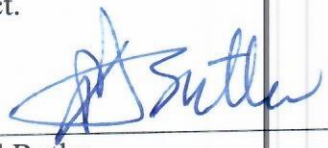
8. At no time has Dvash executed an amendment to the Agreement whereby the payment instructions thereunder are changed, altered, updated, or otherwise amended.

9. As of the execution of this declaration, AMP has never made the initial payment, under the Agreement, to Dvash.

10. Declarant sayeth further naught.

Pursuant to Section 1746(2) of Title 28 of the United States Code, I declare under penalty of perjury that the foregoing is true and correct.

12/25/24
Dated



David Butler